

## **WTFast Stock Affiliate Program Agreement**

### **PLEASE READ THE ENTIRE AGREEMENT.**

This Affiliate Program Agreement (this “**Agreement**”) is entered into between AAA Internet Publishing Inc. (“**WTFast**”) and the undersigned party (known as “**Affiliate**”), with references to the following facts:

#### **1. Term of Agreement**

1.1 Following the test period outlined in Section 1 of this Agreement, renewal of this Agreement will occur unless otherwise specified by one or more the parties. Unless otherwise indicated, the term of this Agreement will be extended on a month-to-month basis.

1.2 The Affiliate’s account will be deemed inactive and this Agreement will terminate and participation in our Affiliate program automatically cease if the Affiliate has not generated any **New User** signups during a period of three months. For the purpose of this Agreement, “**New User**” shall mean an internet user who is attached to the Affiliates unique URL, who downloads and subscribes to a WTFast Service.

#### **2. Affiliate Obligations**

2.1 The Affiliate shall market and refer potential players to WTFast. The Affiliate shall be solely responsible for the content and manner of such marketing activities and the same must be professional, proper, and lawful under applicable regulations and laws as well as complying with the terms and conditions of this Agreement.

2.2 The Affiliate shall be solely responsible for operation of their site(s) and the accuracy and appropriateness of the materials posted therein.

2.3 The Affiliate shall not and shall not authorize, assist or encourage any third party to:

- (i) Develop and/or implement marketing and/or public relations activities where their objective – whether directly or indirectly – is to target the marketing of WTFast to persons who below the age of majority in any jurisdiction you are targeting, irrespective of the age of majority applicable in the location you are marketing.
- (ii) Breach any of the rules and regulations issued by WTFast regarding the marketing of the WTFast service. Use WTFast's materials in any manner which may confuse any player on our service.
- (iii) Place or otherwise use WTFast’s material on any online site or medium where the material on such online site or medium infringes any third party intellectual property rights, copies or resembles the Sites or any of them – whether in whole or in part, in any manner – directly or indirectly – damages our goodwill or reputation and/or frames any page of the Sites or any of them, whether in whole or in part.
- (iv) Create or market material that references WTFast in relation to illegal activity, spam, or pornography. The Affiliate will be responsible for ensuring that content representing WTFast is not associated with material related to those subjects.

#### **3. Commissions**

3.1 The Affiliate commission plan will be based on a Cost per Acquisition plan. The terms of earnout for the Affiliate shall be the following. Commission of 20% of revenue generated from all New Users who subscribe to WTFast. The earnout period for the Affiliate shall be for the lifetime of the subscriber while this agreement is in force.

3.2 Payment to the Affiliate will be made through PayPal (the preferred method). The minimum payout amount shall be \$100.00 USD.

#### **4. Intellectual Property**

4.1 The Affiliate shall, both during and after the Engagement with WTFast, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of WTFast.

4.2 If the Affiliate retains any employees or contractors of its own who will perform services hereunder, the Affiliate shall ensure that such employees or contractors execute an Agreement no less protective of WTFast's Intellectual Property and Confidential Information than the attached Agreement.

4.3 The Affiliate hereby represents and warrants to WTFast that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Affiliate obligations hereunder and that the Affiliate will not, by providing services to WTFast, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

4.4 The Affiliate will not place or otherwise use WTFast's material on any online site or medium where the material on such online site or medium infringes any third party intellectual property rights, copies or resembles WTFast or any of them – whether in whole or in part, in any manner – directly or indirectly – damages our goodwill or reputation and/or frames any page of WTFast or any of them, whether in whole or in part.

#### **5. Exclusivity**

There is no exclusivity for Affiliate or WTFast in regards to this Agreement. The Affiliate is obligated to only follow any implied exclusivity outlined in this Agreement.

#### **6. Termination**

6.1 The Affiliate agrees that WTFast may terminate this Agreement at any time without notice if the Affiliate is in breach of any of the terms of this Agreement.

6.2 The Affiliate may terminate this Agreement at any time at its sole discretion. The Affiliate acknowledges and agrees that upon their termination of this Agreement, they will earn commission for a maximum of 3 months

#### **7. Forfeiture of Commission**

The Affiliate acknowledges and agrees that if the Affiliate knowingly breaches of any of the Affiliate Obligations or Intellectual Property provisions set forth in Sections 3 and/or Section 5 of this Agreement, then in such event the Affiliate will have forfeited his right to receive, and WTFast shall have the right immediately and permanently to discontinue payment of, any commission that would otherwise be payable to the Affiliate under Section 4 of this Agreement without any recourse by the Affiliate.

#### **8. Obligations Surviving Termination of this Agreement**

All obligations to preserve WTFast's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

## **9. Assignment**

This Agreement shall insure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

## **10. Governing Law**

This Agreement shall be governed and construed in accordance with laws in the province of British Columbia, Canada. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

**BY ACCEPTING THIS AGREEMENT**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year of acceptance.